



The Agreement to furnish certain goods and services described herein and in the documents referenced herein ("Goods and/or Services") is made by and between The Regents of the University of California, a California public corporation ("UC") on behalf of the University of California and between UniGroup, C.A., by and through its wholly owned subsidiaries, Mayflower Transit, LLC and United Van Lines, LLC (collectively and individually referred to hereinafter as ("Supplier"). This Agreement is binding only if it is negotiated and executed by an authorized representative with the proper delegation of authority

## **1. Statement of Work**

Supplier agrees to perform the Services listed in the statement of work attached as Attachment A ("Statement of Work") and any other documents referenced in the Incorporated Documents section herein, at the prices set forth in the Statement of Work and any other documents referenced in the Incorporated Documents section herein. Unless otherwise provided in the Agreement, UC will not be obligated to purchase a minimum amount of Goods and/or Services from Supplier.

## **2. Term of Agreement/Termination**

- a) The initial term of the Agreement will be from **January 1, 2021** through **December 31, 2025** (Initial Term) and is subject to earlier termination as provided below. UC may renew the Agreement for **five** successive **1-year** periods (each, a Renewal Term), by providing Supplier with at least **30** calendar days' written notice before the end of the Initial Term or any Renewal Term.
- b) UC may terminate the Agreement for convenience by giving Supplier at least **30** calendar days' written notice.
- c) UC or Supplier may terminate the Agreement for cause by giving the other party at least **15** days' notice to cure a breach of the Agreement (Cure Period). If the breaching party fails to cure the breach within the Cure Period, the non-breaching party may immediately terminate the Agreement.

## **3. Purchase Order; Advance Payments**

Unless otherwise provided in the Agreement, Supplier may not begin providing Goods and/or Services until UC approves a Purchase Order for the Goods and/or Services.

## **4. Pricing, Invoicing Method, and Settlement Method and Terms**

Refer to Statement of Work or Purchase Order for Pricing.

For systemwide agreements, each UC Location will specify the Invoicing Method and Payment Options that will apply, taking into account the operational capabilities of Supplier and the UC Location. See UC's Procure to Pay Standards <http://www.ucop.edu/procurement-services/files/Matrix%20for%20website.pdf> for the options that will be considered. In the case of systemwide agreements, each UC Location will specify these terms in a Statement of Work or Purchase Order, as the case may be.

For non-systemwide agreements, the Invoicing Method, and Settlement Method and Terms are addressed below.



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Invoicing Method

All invoices must clearly indicate the following information:

- California sales tax as a separate line item;
- Shipping costs as a separate line item;
- UC Purchase Order or Release Number;
- Description, quantity, catalog number and manufacturer number of the item ordered;
- Net cost of each item;
- Any pay/earned/dynamic discount;
- Reference to original order number for all credit memos issued;

Supplier will submit invoices following the designated invoice method directly to UC Accounts Payable Departments at each UC Location, unless UC notifies the Supplier otherwise by amendment to the Agreement.

## 5. Notices

As provided in the UC Terms and Conditions of Purchase, notices may be given by email, which will be considered legal notice only if such communications include the following text in the Subject field: FORMAL LEGAL NOTICE – [insert, as the case may be, Unigroup or University of California]. If a physical format notice is required, it must be sent by overnight delivery or by certified mail with return receipt requested, at the addresses specified below.

To UC:

<b>Name</b>	Matt Hissom
<b>Phone</b>	(213) 453-0555
<b>Email</b>	Matthew.Hissom@ucop.edu
<b>Address</b>	10920 Wilshire Blvd., Suite 650
	Los Angeles, CA 90024

To Supplier:

<b>Name</b>	Gary Nosko
<b>Phone</b>	(636) 305-4294
<b>Email</b>	gary_nosko@unigroup.com
<b>Address</b>	One Premier Drive
	Fenton, MO 63026

## 6. Intellectual Property, Copyright and Patents

The Goods and/or Services involve Work Made for Hire

The Goods and/or Services **do not** involve Work Made for Hire



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## **7. Patient Protection and Affordable Care Act (PPACA)**

Because the Services involve temporary or supplementary staffing, they are subject to the PPACA warranties in the T&Cs.

The Services do not involve temporary or supplementary staffing, and they are not subject to the PPACA warranties in the T&Cs.

## **8. Prevailing Wages**

Supplier is not required to pay prevailing wages when providing the Services.

## **9. Restriction Relating to Consulting Services or Similar Contracts – Follow-on Contracts**

Please note a Supplier that is awarded a consulting services or similar contract cannot later submit a bid or be considered for any work "required, suggested, or otherwise deemed appropriate" as the end product of the Services (see Public Contract Code Section 10515).

## **10. Insurance**

Deliver the PDF version of the Certificate of Insurance to UC's Buyer, by email with the following text in the Subject field:  
CERTIFICATE OF INSURANCE – **UniGroup, Inc**

## **11. Records about Individuals**

Records created pursuant to the Agreement that contain personal information about individuals (including statements made by or about individuals) may become subject to the California Information Practices Act of 1977, which includes a right of access by the subject individual. While ownership of confidential or personal information about individuals is subject to negotiated agreement between UC and Supplier, records will normally become UC's property, and subject to state law and UC policies governing privacy and access to files. When collecting the information, Supplier must inform the individual that the record is being made, and the purpose of the record. Use of recording devices in discussions with employees is permitted only as specified in the Statement of Work.

## **12. Amendments to UC Terms and Conditions of Purchase**

The UC Terms and Conditions of Purchase, dated 2/27/20, are hereby amended as follows:

Article 4 – Article is hereby removed.

Article 5 – Article is hereby replaced with the following:



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Supplier will provide the Services as an independent contractor and furnish all equipment, personnel and materiel sufficient to provide the Services expeditiously and efficiently, during as many hours per shift and shifts per week, and at such locations as UC may so require. Should UC inform Supplier that anyone providing the Services is not working to this standard, Supplier will immediately remove such personnel from providing Services and he or she will not Oagain, without UC's written permission, be assigned to provide Services. At no time will Supplier or Supplier's employees, sub-suppliers, agents, or assigns be considered employees of UC for any purpose, including but not limited to workers' compensation provisions. Supplier shall not have the power nor right to bind or obligate UC, and Supplier shall not hold itself out as having such authority. Supplier shall be responsible to UC for all Services performed by Supplier's employees, agents and subcontractors, including being responsible for ensuring payment of all unemployment, social security, payroll, contributions and other taxes with respect to such employees, agents and subcontractors.

Article 8 – Article is hereby amended to include the following:

Notwithstanding anything in this Article 8 to the contrary, Supplier's sole liability arising from or related to cargo loss, damage and delay shall be as set forth in the Statement or Work, Section 5.

Article 10 – Article is hereby amended to include the following:

UC will not use the Supplier's name, abbreviation, trade names and/or trademarks or any derivation thereof, in any form or manner in advertisements, reports, or other information released to the public, or place the supplier's name, abbreviations, trade names and/or trademarks or any derivation thereof on any consumer goods, products, or services for sale or distribution to the public, without supplier's prior written approval. UC agrees to comply at all times with California Education Code Section 92000.

Article 15 – Article is hereby removed.

Article 17 – Article is hereby replaced with the following:

- A. Title. Title to the Goods purchased under the Agreement will pass directly from Supplier to UC at the f.o.b. point shown, or as otherwise specified in the Agreement, subject to UC's right to reject upon inspection.
- B. Changes. Notwithstanding the terms in Article 34, Amendments, UC may make changes within the general scope of the Agreement in drawings and specifications for specially manufactured Goods, place of delivery, method of shipment or packing of the Agreement by giving notice to Supplier and subsequently confirming such changes in writing. If such changes affect the cost of or the time required for performance of the Agreement, UC and Supplier will agree upon an equitable adjustment in the price and/or delivery terms. Supplier may not make changes without UC's written approval. Any claim of Supplier for an adjustment under the Agreement must be made in writing within thirty (30) days from the date Supplier receives notice of such change unless UC waives this condition in writing. Nothing in the Agreement will excuse Supplier from proceeding with performance of the Agreement as changed hereunder. Supplier may not alter or misbrand, within the meaning of the applicable Federal and State laws, the Goods furnished.
- C. Forced, Convict and Indentured Labor. Supplier warrants that no foreign-made Goods furnished to UC pursuant to the Agreement will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction. If UC determines that Supplier knew or should have known that it was breaching this warranty, UC may, in addition to terminating the Agreement, remove Supplier from consideration for UC contracts for a period not to exceed one year. This warranty is in addition to any applicable warranties in Articles 6 and 11.
- D. Export Control. Supplier agrees to provide UC (the contact listed on the Purchase Order) with written notification that identifies the export-controlled Goods and such Goods' export classification if any of the Goods is export-



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controlled under the International Traffic in Arms Regulations (ITAR) (22 CFR §§ 120-130), the Export Administration Regulations (15 CFR §§ 730-774) 500 or 600 series, or controlled on a military strategic goods list. Supplier agrees to provide UC (the contact listed on the Purchase Order) with written notification if Supplier will be providing information necessary for the operation, installation (including on-site installation), maintenance (checking), repair, overhaul, and refurbishing of the Goods that is beyond a standard user manual (i.e. "Use" technology as defined under the EAR 15 CFR § 772.1), or "Technical Data" (as defined under the ITAR 22 CFR § 120.10).

### **13. Cooperative Purchasing**

Supplier agrees to extend Goods and/or Services under this agreement in accordance with the RFP.

### 14. Incorporated Documents

This Agreement and its Incorporated Documents contain the entire agreement between the Parties, in order of the below precedent, concerning its subject matter and shall supersede all prior or other agreements, oral and written declarations of intent and other legal arrangements (whether binding or non-binding) made by the Parties in respect thereof.

- a. Purchasing Agreement # 2020.002703
- b. UC Terms and Conditions of Purchase
- c. Attachment A - Statement of Work
- d. Attachment B – UC Pricing for Snapmoves
- e. UC Request for Proposal# (001734-DEC2019) RFP-Household Moving, Relocation Services and Related Products-UCSystemWide (“RFP”)
- f. Supplier’s responses thereto submitted on or about August 13, 2020 (“RFP Response”)
- g. UC Sustainable Practices Policy
- h. UMT1Tariff

### 15. Entire Agreement


The Agreement and its Incorporated Documents contain the entire Agreement between the parties and supersede all prior written or oral agreements with respect to the subject matter herein.

**This Agreement can only be signed by an authorized representative with the proper delegation of authority.**

**THE REGENTS OF THE  
UNIVERSITY OF CALIFORNIA**

**UNIGROUP, C.A.  
FOR MAYFLOWER TRANSIT, LLC AND UNITED VAN LINES, LLC**

DocuSigned by:  
**Justin Sullivan**  
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 \_\_\_\_\_  
 (Signature)

  
 \_\_\_\_\_  
 (Signature)

Justin Sullivan, Executive Director  
 12/29/2020  
 \_\_\_\_\_  
 (Date)

Tina Swarts, Director  
 12/24/20  
 \_\_\_\_\_  
 (Date)